

participation with Cordia. Neither party makes any admission(s) regarding any claims or defenses raised during the litigation by entering into this Decree.

FINDINGS

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds that:

- (a) This Court has jurisdiction over the subject matter of this action and the parties;
- (b) The terms of this Decree are adequate, fair, reasonable, equitable, and just;
- (c) The rights of the EEOC, the Charging Party, Cordia, and the public interest are adequately protected by this Decree;
- (d) This Decree conforms to the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person; and
- (e) Entry of this Decree will further the objectives of Title VII and will be in the best interests of the EEOC, the Charging Party, Cordia, and the public interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

INJUNCTION AGAINST RETALIATION

5. Cordia, its officers, agents, employees, successors, assigns, and all persons acting in concert with it are hereby enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

6. Cordia shall pay the gross sum of \$40,000 to Charging Party Peter Masnyk as back wages and compensatory damages. \$20,000 shall be as back wages, and \$20,000 shall be as

compensatory damages. The Payment designated as back wages will be subject to any required tax withholdings and deductions, for which Cordia will issue an IRS Form W-2 to Masnyk. Cordia may not deduct the employer's portion of applicable payroll taxes from the Payments. Cordia will issue an IRS Form 1099 to Masnyk for the Payment designated as compensatory damages.

7. Within the latter of (10) business days after receipt by Cordia of a copy of a Release Agreement executed in the form set forth in Exhibit A to this Decree and entry of this Decree, Cordia shall issue and mail by certified or registered mail, a check to Charging Party in the amount set forth in paragraph 6 above. Contemporaneously, Cordia shall submit a copy of such check to the EEOC. If any portion of the Payment is not issued and mailed within the ten day calendar day period ("Unpaid Amount"), then for each business day beyond the 10th calendar day that such portion remains unpaid, Cordia shall pay to Masnyk an amount equal to the greater of \$50 or 0.1% of the Unpaid Amount.

ANTI-RETALIATION POLICY

7. Cordia shall adopt, in writing, a policy against retaliation for making complaints of harassment or discrimination ("Policy") within five (5) business days after the approval and entry of this Decree and shall maintain such Policy for the term of this Decree. The Policy shall, at a minimum:

- (a) specifically prohibit each form of discrimination prohibited by Title VII;
- (b) inform employees that they are entitled to make complaints or reports of unlawful employment discrimination, including harassment, to Cordia and to the EEOC without risk of retaliation;

- (c) inform employees that Cordia will investigate thoroughly and promptly all such complaints and reports and shall provide that employees who violate the Policy are subject to discipline up to and including discharge.

8. No later than five (5) business days after entry of this Decree, Cordia shall submit a copy of its Policy to the EEOC. Submission of the Policy to the EEOC shall not represent the EEOC's or the Court's approval of any part of Cordia's policy.

9. No later than ten (10) business days after entry of this Decree, Cordia shall post its Policy in a conspicuous location on a bulletin board or other physical space that is regularly used by Cordia for posting legal notices concerning employee rights. The policy shall remain posted in this manner for the term of the Decree.

TRAINING

10. No later than sixty (60) calendar days after entry of this Decree, all Cordia employees at the Cordia Senior Residence facility in Westmont, Illinois shall participate in a training session regarding the laws prohibiting retaliation and the Policy referred to in paragraph 7, above. Cordia shall repeat this training at least once every twelve (12) months for the duration of the Decree, within sixty (60) calendar days of each anniversary following entry of this Decree. A registry of attendance shall be maintained for each training session required under this Paragraph.

11. Cordia shall obtain the EEOC's approval of its proposed trainer and the content the trainer proposes to present before the commencement of any training session required under Paragraph 10, above. Cordia shall submit the name, address, telephone number, resume and training proposal of its proposed trainer (including copies of all materials the trainer proposes to display, distribute, or otherwise present) to the EEOC at least twenty (20) business days prior to

the proposed date of each training session. The EEOC shall have ten (10) business days from the date it receives the information described above to accept or reject the proposed trainer and/or the content the trainer proposes to present. In the event the EEOC does not approve Cordia's proposed trainer and/or content, Cordia shall have five (5) business days to identify an alternate trainer and/or revise the content its trainer proposes to present. The EEOC shall then have five (5) business days from the date it receives the information described above to accept or reject the alternate trainer and/or content. If the parties cannot agree on a trainer or training content through this process, they may seek the Court's assistance under Paragraph 19, below.

12. No later than five (5) business days after each training session described in Paragraph 10 above, takes place, Cordia shall certify to the EEOC in writing that the required training session has taken place and the required personnel have attended. Every certification of training described in this Paragraph shall include: (a) the date, location, and duration of the training; (b) a copy of the registry of attendance, which shall include the name and position of each person trained; (c) a current list by name and position of all the employees subject to the training requirement; and (d) copies of any and all pamphlets, brochures, outlines or other written materials provided or displayed to the personnel attending each training session.

POSTING AND DISTRIBUTION OF NOTICE

13. No later than ten (10) business days after entry of this Decree, Cordia shall post copies of the Notice attached as Exhibit B to this Decree in a conspicuous location on a bulletin board or other physical space at its Cordia Senior Residence facility in Westmont, Illinois that is regularly used by Cordia for posting legal notices concerning employee rights. The Notice shall remain posted in this manner for the term of this Decree. Cordia shall take all reasonable steps to ensure that the posting is not altered, defaced, or covered by any other material. Cordia shall

permit a representative of the EEOC to enter Cordia's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

14. No later than fifteen (15) business days after entry of this Decree, Cordia shall certify to EEOC in writing that the Notice has been properly posted in accordance with Paragraph 13 above.

RECORD KEEPING

15. During the term of this Decree, Cordia shall maintain and make available for inspection and copying by the EEOC written records of every complaint or report of retaliation for engaging in any of the protected activities described in paragraph 5 above. Such records shall indicate the date the complaint was made, who made it, what was alleged, and what actions Cordia took to resolve the matter, and when. For each such complaint or report, such records shall include: (a) the name of the employee who made the complaint or report and that employee's address and telephone number; (b) the date of the complaint or report; (c) a written description of what was alleged in the complaint or report; (d) a written description of the resolution or outcome of the complaint or report, including a description of what actions, if any, Cordia took; and (e) if the complaint or report was made in written form, a copy thereof.

16. Cordia shall require personnel within its employ, upon request by the EEOC, to cooperate reasonably with and to be interviewed by the EEOC for purposes of verifying compliance with this Decree.

REPORTING

17. Cordia shall furnish to the EEOC the following written reports semi-annually ("Semi-Annual Report") during the term of this Decree. The first Semi-Annual Report shall be due six (6) months after entry of the Decree. Subsequent Semi-Annual Reports shall be due every

six (6) months thereafter, except that the final Semi-Annual Report shall be due thirty (30) calendar days prior to the expiration of the Decree. Each such Semi-Annual Report shall contain:

- (a) copies of all records described in Paragraph 16, above, for the six (6) month period preceding the Semi-Annual Report or a certification by Cordia that no complaints or reports of retaliation were received during that period;
- (b) a certification by Cordia that the Notice required to be posted pursuant to Paragraph 13 of the Decree remained posted in the manner required during the entire six (6) month period preceding the Semi-Annual Report

DISPUTE RESOLUTION

18. If during the term of this Decree either party to the Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for relief, including modification of this Decree or other relief that the Court determines to be appropriate.

TERM AND SCOPE OF THE DECREE AND RETENTION OF JURISDICTION

19. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction this matter to enforce this Decree) for a term of two (2) years immediately following the entry of the Decree, unless extended by order of this Court, provided, however, that if at the end of the term of the Decree, any disputes under Paragraph 18, above, remain unresolved, the

term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

20. Each party to this Decree shall bear its own expenses, attorneys' fees, and costs.

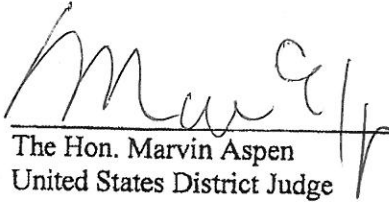
21. The terms of this Decree are and shall be binding on the present and future directors, officers, managers, agents, successors and assigns of Cordia's operation in Westmont, Illinois during the term of this decree. Prior to any sale or other transfer of Cordia's business or sale or other transfer of all or a substantial portion of Cordia's assets in Westmont, Illinois, during the term of this decree, Cordia shall provide a copy of this Decree to any potential purchaser, potential transferee, or other potential successor.

22. When this Decree requires a certification by Cordia of any fact(s), such certification shall be made under oath or penalty of perjury by an officer or management employee of Cordia. When this Decree requires the submission by Cordia of reports, certifications, notices, or other materials to the EEOC, they shall be sent by U.S. Mail to Cordia Consent Decree Compliance, Legal Unit, U.S. Equal Employment Opportunity Commission, 500 W. Madison St., Ste. 2000, Chicago, IL 60661. By advance agreement of the parties, materials may alternatively be submitted by electronic mail.

23. Cordia agrees that it will not condition any receipt of any of the relief provided by this Decree (monetary or otherwise) on agreement of Masnyk to: (1) refrain from applying for a job with Cordia; (2) maintain as confidential the facts and/or allegations underlying his charge of discrimination and/or Complaint in this action or the terms of this decree; (3) agree to a non-disparagement or confidentiality agreement; or (4) waive his statutory rights to file a charge with any governmental agency.

SO ORDERED, ADJUDGED, and DECREED on this 18 day of Dec 2014.

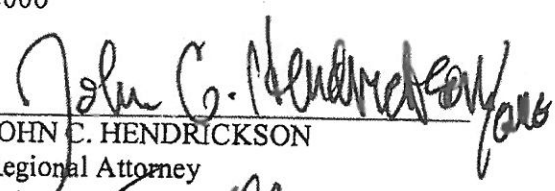
By the Court:

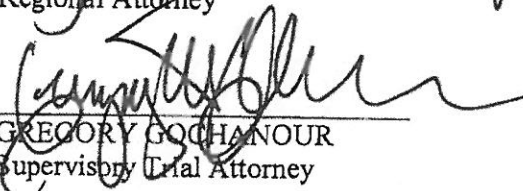

The Hon. Marvin Aspen
United States District Judge

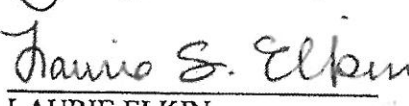
Agreed to in form and content:

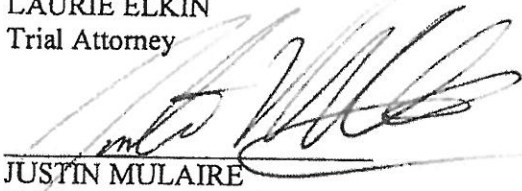
For the UNITED STATES EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION

500 West Madison Street,
Suite 2000 Chicago,
Illinois 60661 312-869-
8000


JOHN C. HENDRICKSON
Regional Attorney


GREGORY GOCHANOUR
Supervisory Trial Attorney


LAURIE ELKIN
Trial Attorney


JUSTIN MULAIRE
Trial Attorney

For CORDIA SENIOR LIVING

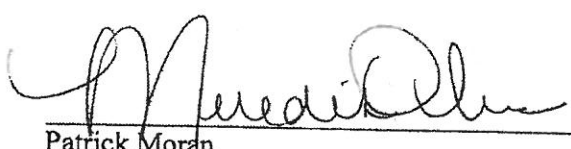

Patrick Moran
Meredith M. Oliva
Attorneys for Cordia Senior Living
Gordon & Rees LLP
One North Franklin, Suite 800
Chicago, Illinois 60606
(312) 565-1400

EXHIBIT A

RELEASE AGREEMENT

In consideration of \$40,000 to be paid to me by Cordia Senior Living, in connection with the resolution of EEOC v. Cordia Senior Living, Case No. 13-cv-6480 (N.D.Ill.), I waive my right to recover for any claims of employment discrimination arising under Title VII of the Civil Rights Act of 1964 that I had against Cordia on or before the date of this release and that were included in the claims in EEOC's complaint in EEOC v. Cordia Senior Living.

Signed: _____
Peter Masnyk

Date: _____

EXHIBIT B

NOTICE TO CORDIA EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in the Northern District of Illinois in EEOC v. Cordia Senior Living, Case No. 13-cv-6480 (N.D.Ill.), resolving a lawsuit filed by the U.S. Equal Employment Opportunity Commission (EEOC) against Cordia.

In this lawsuit, the EEOC alleged that Cordia violated Title VII of the Civil Rights Act of 1964 (Title VII) by discharging an employee for making a complaints that other employees were being sexually harassed.

To resolve this case, EEOC and Cordia have entered into a Consent Decree requiring, among other things, that:

1. Cordia will pay the employee affected by the alleged violation certain back wages and other damages;
2. Cordia will not retaliate against anyone for making a report or complaint about unlawful employment discrimination or harassment, for filing a charge of discrimination, or for participating in any way in a proceeding under Title VII; and
3. Cordia will adopt and distribute a policy against retaliation and provide training to employees on the policy and the requirements of Title VII;

The EEOC is a federal agency that enforces federal laws prohibiting discrimination in employment based on race, color, sex (including sexual harassment, pregnancy), religion, national origin, age, disability, genetic information, and retaliation. Further information about EEOC and these laws is available on EEOC's web site at www.eeoc.gov. If you believe you have been subjected to unlawful discrimination or retaliation, you may contact EEOC by phone at (312) 869-8000 or by TTY at (312) 869-8001. The EEOC charges no fees.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Cordia Consent Decree Compliance; EEOC – Legal Unit; 500 West Madison Street, Suite 2000; Chicago, Illinois 60661.

Date

Judge Marvin Aspen
United States District Court